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8/21/07 10:06:34
BK 2,776 PG 203
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

GRANTOR:

La Belle Maison Place, A Joint Venture

Loan# 70000017

LENDER:

First Bank of the Delta, N. A.

EXTENSION AND MODIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into by and between **FIRST BANK OF THE DELTA, N. A.**, an Arkansas Corporation (hereinafter referred to as "**Lender**") and **La Belle Maison Place, a Joint Venture**, hereinafter referred to as "**Grantor**", whether one or more.

BACKGROUND OF LOAN. On the 18th day of October, 2005, **Grantor** executed a promissory note (hereinafter referred to as "**note**") in favor of **Lender**, evidence an indebtedness owed to Lender in the original sum of \$240,000 the repayment of which is secured by a Deed of Trust/Mortgage from **Grantor** in favor of **Lender**, dated the 18th day of October, 2005 and filed for record the 27th day of October, 2005 in the office of the Recorder of Desoto County, Mississippi, in Mortgagee Record Book 2338 at Page 147, and covering the following described real property situated in Desoto County, Mississippi, to wit:

Lot 4, La Belle Maison Place Subdivision in Section 34, Township 1 South, Range 6 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 94, Page 24, in the office of the Chancery Clerk of Desoto County, Mississippi.

First Bank of Delta

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EXTENSION AND MODIFICATION. The parties hereby mutually agree as follows: The **note** is hereby extended to the 18th day of October, 2007, and is hereby modified to provide that the unpaid principal balance of the **note** of which is now \$240,000 shall bear interest from the 18th day of July, 2007, and shall be due and payable as follows:

Accrued interest payments will be due monthly beginning July 18 2007. All unpaid principle and accrued interest is due and payable on the maturity date of October 18, 2007.

CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. The Deed of Trust/Mortgage is hereby extended and modified so that it continues as security for the **note** in accordance with their respective terms and provisions, as herein extended and modified. All other terms and conditions contained in the said Deed of Trust/Mortgage and **note**, not specifically referred to and modified herein, continue in full force and effect.

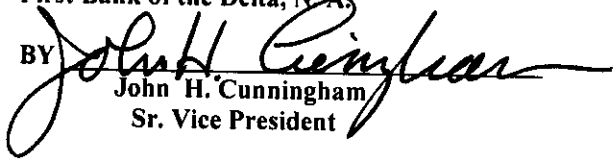
NO OBLIGATION FOR FURTHER EXTENSIONS. Grantor acknowledges that Lender is under no obligation to grant any additional or future extensions, renewals, or forbearance upon maturity of this indebtedness.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of

August, 2007.

(LENDER)
First Bank of the Delta, N.A.

BY:


John H. Cunningham
Sr. Vice President

(GRANTOR)

La Belle Maison Place, A Joint Venture


Wills Construction Company, Inc., (Joint Venturer)

BY:


Richard Wills, President

The Better Homes Co., LLC, (Joint Venturer)

BY:


Terry Fortwengler, Chief Manager

Windham & McDonald Construction Co., Inc. (Joint Venturer)

BY:


Douglas L. Windham, President

ACKNOWLEDGEMENTSTATE OF MISSISSIPPI
COUNTY OF DESOTO

BE IT REMEMBERED that on this day appeared in person before the undersigned, a notary public within and for the county and state aforesaid, duly commissioned, qualified and acting John H. Cunningham to me well known to be the Senior Vice President of First Bank of the Delta, N. A., an Arkansas corporation, and stated that he/she as such officer, being authorized to do so by a resolution of the Board of Directors of said corporation, had executed the foregoing instrument for the uses, purposes, considerations and in the capacities therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such notary public this 17th day of August, 2007.

Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

(SEAL)

ACKNOWLEDGEMENTSTATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named RICHARD WILLS who acknowledged to me that he is President of WILLS CONSTRUCTION COMPANY, INC., a Tennessee Corporation and Joint Venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee joint venture and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named TERRY FORTWENGLER who acknowledged to me that he is Chief Manager of THE BETTER HOMES CO, LLC., a Tennessee Limited Liability Company and Joint Venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee Joint Venture and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of August, 2007, the within named DOUGLAS L. WINDHAM who acknowledged to me that he is President of WINDHAM & MCDONALD CONSTRUCTION CO., INC., a Tennessee corporation and joint venturer of LA BELLE MAISON PLACE JOINT VENTURE, a Tennessee joint venturer and that for and on behalf of said corporation as joint venturer of said joint venture and as the act and deed of said corporation as joint venturer of said joint venture and as the act and deed of said joint venture he executed the above and foregoing instrument, after first having been duly authorized by said corporation and by said joint venture so to do.

Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 7, 2008
BONDED THRU STEGALL NOTARY SERVICE

This instrument was prepared by
First Bank of the Delta, N. A.
P. O. Box 2507
Helena-West Helena, AR 72390